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Jim Davis & Steve Boffo  
Computer Consultants  
Woodleigh, Felden Lane  
Felden, Herts. HP3 0BF

Douglass I. Wood,  
Senior Petitions Attorney,  
Office of Petitions,  
United States Patent and Trademark Office,  
P.O. Box 1450,  
Alexandria,  
VA 22313-1450  
U.S.A.

11<sup>th</sup> November 2004

Dear Mr. Wood,

Re: Application No. 10/705,392  
System & Method for Interactive Wagering from a Remote Location

Thank-you for your letter dated 15<sup>th</sup> October 2004, which unfortunately did not reach me until the 8<sup>th</sup> November. I can confirm that in conjunction with my business partner, Steve Boffo, I am one of the original inventors of the invention described in the above application. I can also confirm that we would be willing to swear oaths to this effect, but are unsure how to go about this as we are both currently located in the U.K.

Do you know if this is a service that is available at the U.S Embassy in London? If so, we can easily get there at short notice.

I would like to confirm that although we are happy with the general content of the application and our status as joint inventors, we do *not* wish to assign our interests in the patent to any other person, company or organisation. I can also confirm that we have *never* entered into any contract that would require us to assign our interests in this invention to anyone, nor is there any other kind of obligation for us to do so.

I doubt that you wish to get engaged in a dispute about ownership of Intellectual Property, but for your information we did sign a software development agreement a few months after the our original development of the invention in which rights to *computer software* containing a *specific implementation* of the invention were assigned to Infotext Systems Inc. However this contract made no provisions to assign IPR (or any other rights) for items developed prior to the commencement of the contract. Therefore our interests in the system and method elements of the invention remained (and still remain) specifically with us.

Although we are responsible the creation of the original invention, we are happy to acknowledge that Mr. Hogwood et al did provide subsequent assistance in the form of enhancements and refinements over a substantial period of time. They also provided input in identifying the original problem that the invention seeks to address.

For the record, in the software development contract with Infotext, we did also agree not to supply similar software to other customers for a limited period. This 'non-compete' period has now expired and I invite you to draw your own conclusions.

Finally therefore to reiterate, we do *not* wish to assign any rights to our invention that would in any way jeopardise our ability to perform future business and restrict us from exploiting our invention in the future. This is our position and we do possess documentary evidence to support it, should you require it.

Any information or advice that you could therefore provide as to the requirements of your Office in terms of oaths, evidence, etc. in order to protect our interests in our invention would be most gratefully received. Many thanks for your help.

Yours sincerely,



Jim Davis

(also on behalf of Steve Boffo.)